

Project Narrative

The applicant for this subdivision, Abbott Farm LLC (hereinafter "Applicant"), is the owner of the subject property located at 4 Cleveland Avenue, Concord NH 03301 (hereinafter "Subject Property") by virtue of Trustee Deed dated November 15, 2010 and recorded in the Merrimack County Registry of Deeds at Book 3226, page 112.

Existing Property Conditions

For a visual depiction of the existing property conditions of the Subject Property, please see the plan entitled "Existing Conditions Plan, Tax Map 71A Block 1 Lot 7, 'Abbott Village,'" prepared by Brown Engineering and attached hereto as **Exhibit A**.

Topography and Land Features

The Subject Property currently consists of 15.2 acres, more or less, of property, with improvements thereon. The Subject Property has approximately six hundred (600') feet, more or less, of frontage along North State Street. The subject property is relatively flat topography, ranging in elevation upon the buildable area of the lot from approximately three hundred (300') feet to three hundred and sixteen feet (316'). There are no wetlands on the Subject Property.

Improvements

The Subject Property is the site of the Abbott Village Condominium, a condominium development currently under construction and partially completed by the Applicant. Three private roads—Callaway Drive, Cleveland Avenue, and Camelia Avenue—exist in their entirety within the bounds of the Subject Property. As of the filing of this application, the Subject Property consists of improvements including private ways; completed and/or partially completed condominium units and buildings; common areas; limited common areas; a clubhouse; and condominium amenities.

In addition to the condominium buildings, units, and private ways, the Subject Property is also improved with the Abbott House. The Abbott House is a residential, Federalist-style building constructed in 1760. The Abbott House has a formal address of 4 Cleveland Street. The Abbott House is a vacant building, but has been recently improved by the Applicant with new roofing, siding, and other exterior features. As of the filing of this application, the Abbott House is not and has never been classified as a historic building or historic property.

Proposed Subdivision and Improvements

For a visual depiction of the proposed subdivision of the Subject Property, please see the plan entitled "Subdivision Plan, 'Abbott Village'", prepared by N.H. Land Consultants and attached hereto as **Exhibit B**.

The proposed subdivision seeks to subdivide the Abbott House, together with 0.45 acres (19,537 square feet) of land, from the remainder of the Subject Property. The proposed

subdivision would create a new lot ("Abbott Lot") upon which the Abbott House will reside, said new lot having some 250 feet, more or less, of frontage on North Main Street. The proposed Abbott Lot shall be accessible from Cleveland Avenue, on the northerly side of the Abbott Lot.

The Applicant proposes to convey the Abbott Lot to a third party, subject to several conditions, including the obligation of the third party to preserve the historic features and/or perform historic restoration on the Abbott House, and subject to restrictive covenants. Please see attached **Exhibit C** for sample restrictive covenant language to be included in any deed conveying the proposed Abbott Lot to a third party.

The Applicant does not propose to add any improvements to the Abbott Lot as a result of the subdivision. Similarly, the Applicant intends to enforce as a restrictive covenant on the Abbott Lot the condition that no additional structures or buildings be added to the Abbott Lot, so that the Abbott House remains the only primary structure on the Abbott Lot in perpetuity.

As a result of the proposed subdivision, the Applicant shall file contemporaneously with this application a site plan amendment to the existing site plan of the Subject Property.

Exhibit C
Sample Restrictive Covenant Language

PLEASE NOTE: This language is subject to change, as no transaction for the Abbott House has been entered into by Applicant. This language is sample language intended to express the future goals of the Applicant for the Abbott House and Abbott Lot.

This conveyance is made upon the following covenants and agreements which the Grantee, by virtue of its acceptance of this deed, covenants and agrees for itself, its successors and assigns, to faithfully perform in accordance with the restrictions articulated in this Agreement.

1. Land Restrictions

Grantee agrees to maintain the grounds of the Premises in accordance with the following restrictions in order to ensure that the landscape features of the Premises existing as of the date of this Agreement are preserved.

- a) The existing topography of the land, specifically its existing grading, shall be maintained to current standard, except for any necessary remediation of flooding or the like that may be caused by any natural event or occurrence.
- b) The existing location, design, and dimensions of the Abbott House, ell, and barn shall be maintained and shall not be expanded, extended, and/or reduced.

2. Exterior Restrictions

Grantee agrees that there shall be no activity undertaken which will alter or adversely affect the appearance, materials, workmanship, or structural stability of the exterior portions of the Abbott House, Ell, and/or Barn, unless such work is necessary for reasonable repairs and/or maintenance of the Abbott House, Ell, and/or Barn. Exterior restrictions shall not include reversible alterations that do not alter or adversely affect the exterior of any structure, including but not limited to the installation of storm windows or storm doors, electrical re-wiring, replacement of existing plumbing lines and/or features, interior and/or exterior paint removal, installation of appliances, and/or installation of insulation in the walls and/or attic of the structures.

3. Use, Maintenance, and Other Activities

- a) Additions. No additions to the Abbott House, Ell, and/or Barn shall be erected.
- b) Additional Structures. No structure not on the Premises as of the date of this Agreement shall be erected or placed on the Premises hereafter.

- c) Communication and Energy Source Structures. No freestanding or attached towers, exterior antennas, wind turbines, solar panels, or similar communications or energy-producing structures shall be installed or affixed on the Premises.
- d) Topographical Changes and Landscaping. In order to protect the historic setting and features of the Abbott House, Ell, and Barn, no man-made alterations may be made to the topography of the Premises that either raise or lower grade levels by more than one (1') foot. No soil, loam, rock or mineral resource or natural deposit shall be excavated, dredged, or removed from the Premises. No soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, or other substance whatsoever shall be placed, filled, stored, or dumped thereon. No trees, hedges, shrubs, or other vegetation greater than twenty-five (25') feet in height shall be removed from the Premises or otherwise destroyed. The provisions of this subsection shall not be deemed to prohibit or restrict activities necessary and desirable: (i) to preserve or protect the Premises as determined in the Grantee's sole discretion; (ii) to maintain existing trees, lawn, garden, or utilities associated with the Premises; or (iii) for the planting of trees, shrubs, flowers, herbs and grasses.
- e) Demolition. The Grantee shall not permit or allow to occur, either through positive action or neglect, demolition of the Abbott House, Ell, or Barn.
- f) Relocation. No portion of the Abbott House, Ell, or Barn shall be moved from its present location unless such moving is required due to or as the result of a taking by eminent domain.
- g) Use. Grantee shall not permit any use to be carried on, in or around the Premises that is unlawful, constitutes a nuisance, or which is reasonably determined to be inconsistent with the intent of this Agreement or to adversely affect the historical significance of the Abbott House, Ell, Barn, and surrounding landscape. Without limiting the generality of the foregoing, the Premises may be used for a single-family residence which may include a portion of the Premises for a home professional office for a member of the family in residence, provided that such uses are permitted by local zoning. With respect to matters not covered in this Agreement, Owner shall have the right to operate and use the Premises in such manner as it determines, provided that such operation and use is not inconsistent with the intent of this Agreement.
- h) Maintenance.
 - a. *General.* Owner covenants at all times to maintain the Abbott House, Ell, and Barn in good and sound state of repair in order to prevent the deterioration or destruction of the Premises through alteration or neglect.
 - b. *Cost of Maintenance.* Owner shall assume the total cost of continued maintenance, repairs, and administration of the Premises in order to preserve the architectural and historic features, materials, appearance, and workmanship of the Abbott House, Ell, and Barn. The foregoing shall not prohibit the Owner from

seeking financial assistance for the foregoing purposes from any sources available to it.

- c. *Permitted Maintenance and Repair Activities.* Routine maintenance and repair activities permitted shall include, but not necessarily be limited to, the following:
 - i. Repair, replacement, and maintenance of existing heating, air conditioning, plumbing, electrical, fire protection, security, and telecommunications systems;
 - ii. Routine landscape maintenance, including lawn mowing, pruning, planting, and snow plowing;
 - iii. Replacement of broken window glass;
 - iv. Replacement and/or repair of exterior features including but not limited to shingles, siding, and roofing materials.

i) Insurance.

- a. *Property Insurance.* Owner shall carry and maintain at all times property damage insurance on the Abbott House, Ell, and Barn with full replacement cost coverage against loss from all perils commonly covered under standard homeowner's policy form in use from time to time, including without limitation fire, lightning, wind storm, hail, explosion, damage by vehicles, smoke, vandalism, weight of ice, snow, or sleet, freezing of plumbing, HVAC or sprinkler systems, and sudden and accidental damage from electrical current explosion.
- b. *Liability Insurance.* Owner shall carry and maintain at all times liability insurance with coverage against claims for personal injury, death, and property damage (not including the Premises), identifying the Abbott House, Ell, and Barn as covered premises, and for not less than one million dollars (\$1,000,000.00) per person per occurrence, such sum to be increased from time to time to reflect increases in the cost of living from the date of this Agreement. If the property is ever open to the public, Owner shall, at its expense, carry and maintain at all times commercial general liability coverage identifying the Abbott House, Ell, and Barn as covered premises, and with a general aggregate limit of not less than one million dollars (\$1,000,000.00) per person per year, such sum to be increased from time to time to reflect increases in the cost of living from the date of this Agreement.

j) Casualty Damage.

- a. *Restoration.* Except as set forth in this Section, in the event of any casualty damage and to the extent that there are sufficient insurance proceeds, Owner shall restore the Abbott House, Ell, and Barn using similar materials, workmanship and design and in a manner which shall protect any historical features that have not been destroyed.
- b. *Substantial Casualty.* Notwithstanding any other provision to this Agreement to the contrary, in the event of substantial casualty damage to the Abbott House, Ell, or Barn, Owner shall obtain the professional opinion of at least one (1) historical preservation expert or similar expert to determine whether the Abbott House, Ell,

or Barn may be repaired. If, in the opinion of the retained expert, the Abbott House, Ell, or Barn has sustained damage such that the Abbott House, Ell, or Barn is beyond repair, Owner may elect not to restore the Abbott House, Ell, or Barn pursuant tot his agreement. However, in the event of such action not to restore, Owner shall choose and remove for posterity and historical features or portions thereof, together with the materials in which such features are set, that may be salvageable. For purposes hereof, "substantial casualty" means a casualty to the Abbott House, Ell, or Barn such that seventy-five percent (75%) or more of any of the structures has been rendered unusable by said casualty.